

**Submission to Parliament - Inquiry into Ironbridge Holdings Pty Ltd and Other Matters
Regarding Residential Land and Property Developments**

From:

Lisa Dichiera

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In response to the Terms of Reference I provide the following:

I am a first homeowner in the Tuart's Estate in Dalyellup. I purchased a block of land from Ironbridge Holdings Pty Ltd (Ironbridge) in April 2009, and moved into my new home in December 2009. I had noticed shortly before this that there were some delays with the fencing and landscaping in the area, but was promised by Tom O'Rourke of Ironbridge upon lodgement of my landscaping and fencing application packages that one of my boundaries would be installed mid January 2010. So I waited. Then waited, and waited. Nothing.

By late March 2010 and several emails later my patience had run thin. Every time I asked when the fences would be installed, it was always a new date months into the future. I lodged a complaint with the Department of Commerce, Consumer Protection Division, but they were unable to conciliate the matter. At best I was promised by Ironbridge that if I completed the fencing and landscaping myself, I would be reimbursed within 2 working weeks. Even if I could have afforded this, I didn't trust that I would see my money again so refused this offer, because if this timeline were true, why weren't they just doing the work?

I then sought some advice from a solicitor in June 2010. A letter of demand was sent to Ironbridge for fulfilment of the contract, but this and the follow up letter was completely ignored. The solicitor had suggested I pursue a minor claim at the Magistrates Court; however the total cost of what I was owed exceeded \$10,000 at this stage. This was too expensive as I did not have the money to pay for further legal fees.

Having exhausted all the financially viable options, I simply just had to wait. In December 2010, after twelve months of living in the house and waiting, I finally had my fence installed (a back fence was installed in August 2010 being my neighbour's full fence). With this completed, I made them a final offer to reconcile the matter without going to Court, but this was ignored. So in February 2011 I lodged a minor claim in the Magistrate's Court for the remaining works (fence painting, landscaping and reticulation, and landscaping of my secondary verge as I own a corner block). The claim was ignored by Ironbridge and I was awarded default judgement of around \$7,500. Suspecting that they would never pay the debt without an enforcement order, I placed a Property Seizure and Sale Order (PSSO) on a block of land owned by the company.

This has proved another lengthy process in itself. I still have not received a cent of the payment of the judgement debt. I did however receive a letter from Ironbridge in August 2011 stating that they had been reliably informed that the debt had been paid, and sent me a copy of the PSSO order to discharge. This infuriated me as I had not been paid, and having contacted Baycorp was still in a line of court ordered payments outstanding.

Ironbridge has turned my first home dream and probably the dreams of many others in the estate into a complete nightmare. The company appears to have poor administration and continually makes empty promises with the only excuse being that they are experiencing unforeseen delays.

Although the residents have never been given an actual reason as to why the work isn't being performed, it was easily surmised that the issue was cash. But when the ATO placed a winding up order on the company they seemed to be able to scramble together a substantial amount of cash to make a payment to them (according to an article I read in the Australian Financial Review). Why couldn't they have just done this before, I am sure it would have saved them a lot of face and us residents a lot of undue stress and disheartenment.

The uncashed individual is helpless against large companies like this in these circumstances. Consumers need protection against this. Given, a contract is a contract and that is what the law is for when contracts are breached, but in dealing with people's homes and life savings, you would like to think that there was some form of protection better than what contract law can provide. I believe it has been suggested by residents that some legislation should be enacted which forces property developers to 'bond' monies paid on the purchase of land with incentives packages, and held by an independent entity so that the money is available to fulfil these contracts at the end of the building process. I support this idea as I would never wish what we have gone through to be brought upon anyone else. Even if this forced property developers to simply stop offering the incentive packages, at least people would be getting what they paid for.

I hope this submission provides the Committee with information that is valuable in undertaking this inquiry. I have attached evidence which I feel that is relevant. I really would not feel comfortable giving further evidence in person at the hearing, but I will send through any other information that is required.

A handwritten signature in black ink, appearing to read 'L. Dichiera'.

Lisa Dichiera.
21 September 2011.